

**DISTRICT OF COLUMBIA, CHILD AND FAMILY SERVICES AGENCY
SOLICITATION, OFFER, AND AWARD
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO: Government of the District of Columbia Child and Family Services Agency (CFSA) Contracts and Procurement Administration 955 L'Enfant Plaza SW, Suite 5200 Washington, DC 20024 Attn: Jim Moye Acting Contracts and Procurement Administrator/Agency Chief Contracting Officer	2. PAGE OF PAGES: 1 OF 94 3. CONTRACT NUMBER: 4. SOLICITATION NUMBER: CFSA-06-R-0002 5. DATE ISSUED: February 27, 2006 6. CLOSING DATE AND TIME: April 6, 2006 – 5:00 p.m.
7. TYPE OF SOLICITATION: <input type="checkbox"/> COMPETITIVE SEALED BID <input checked="" type="checkbox"/> COMPETITIVE SEALED PROPOSAL (RFP)	8. DISCOUNT FOR PROMPT PAYMENT: N/A

NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"

SOLICITATION

9. Sealed proposals in **original and six (6) copies** for furnishing the services in the solicitation will be received by the District at the place specified in block one (1) until the closing date and time stated in block 6. **The location stated in block 1 is the only authorized location for receipt of Offers. Offers delivered to any other location will not be accepted. See Section L for section on Late Submission, Modifications and Withdrawals.** All Offers are subject to all terms and conditions contained in this solicitation.

10. INFORMATION :	10A. NAME: Jim Moye	10B. TELEPHONE NUMBER: (202) 724-5300	10C. E-MAIL ADDRESS: Jimmy.moye@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 180 calendar days from the date for receipt of offers specified above, that with respect to all terms and conditions by CFSA under "AWARD" below, this offer and the provisions of the RFP will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS: N/A				
14. NAME AND ADDRESS OF OFFEROR (please type or print):				15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (please type or print):
14A(1). PHONE NUMBER:	Area code	Number	Extension	15A. SIGNATURE (<u>original signatures only</u> ; stamped or scanned signatures will not be accepted):
14(a)2: FAX NUMBER:	Area code	Number	Extension	

AWARD (To be completed by CFSA)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT)	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:	

IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, CFSA FORM 26, OR BY OTHER WRITTEN NOTICE

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SECTION B: PRICING SCHEDULE - HEALTH CARE SERVICES (DC KIDS)						
CONTRACT LINE ITEM NO. (CLINs)	ITEM DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	ESTIMATED PER UNIT PRICE	ESTIMATED ANNUAL PRICE	
	Base Year					
	<u>Cost reimbursement elements</u>					
0001A	Medical Screenings (see Section C.3)	<u>Per Visit</u>	<u>1,976</u>	\$ _____	\$ _____	
0001B	Comprehensive Evaluations (see Section C.4)	<u>Per Visit</u>	<u>370</u>	\$ _____	\$ _____	
0001C	Care Coordination (see Section C.5)	<u>Per Case</u>		\$ _____	\$ _____	
0001A	<u>Fixed price elements</u>					
0001C	Medical Screenings (see Section C.3)	<u>Per Visit</u>	<u>1,976</u>	\$ _____	\$ _____	
				\$ _____	\$ _____	
	Care Coordination (see Section C.5)	<u>Per Case</u>		\$ _____	\$ _____	
				\$ _____	\$ _____	
	<u>Base Year Total Estimated Price</u>			\$ _____	\$ _____	

CONTINUATION SHEET		Solicitation No.: CFSA-06-R-0002			Page 3 of 94
SECTION B: PRICING SCHEDULE - HEALTH CARE SERVICES (DC KIDS)					
CONTRACT LINE ITEM NO. (CLINs)	ITEM DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	ESTIMATED PER UNIT PRICE	ESTIMATED ANNUAL PRICE
	Option Year One				
	<u>Cost reimbursement elements</u>				
0002A	Medical Screenings (see Section C.3)	<u>Per Visit</u>	<u>1,976</u>	\$ _____	\$ _____
0002B	Comprehensive Evaluations (see Section C.4)	<u>Per Visit</u>	<u>370</u>	\$ _____	\$ _____
0002C	Care Coordination (see Section C.5)	<u>Per Case</u>		\$ _____	\$ _____
0002A	<u>Fixed price elements</u>			\$ _____	\$ _____
0002C	Medical Screenings (see Section C.3)	<u>Per Visit</u>	<u>1,976</u>	\$ _____	\$ _____
	Care Coordination (see Section C.5)	<u>Per Case</u>		\$ _____	\$ _____
	<u>Option Year One Total Estimated Price</u>			\$ _____	\$ _____

CONTINUATION SHEET		Solicitation No.: CFSA-06-R-0002				Page 4 of 94
SECTION B: PRICING SCHEDULE - HEALTH CARE SERVICES (DC KIDS)						
CONTRACT LINE ITEM NO. (CLINs)	ITEM DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	ESTIMATED PER UNIT PRICE	ESTIMATED ANNUAL PRICE	
	Option Year Two					
	<u>Cost reimbursement elements</u>					
0003A	Medical Screenings (see Section C.3)	<u>Per Visit</u>	<u>1,976</u>	\$ _____	\$ _____	
0003B						
	Comprehensive Evaluations (see Section C.4)	<u>Per Visit</u>	<u>370</u>	\$ _____	\$ _____	
0003C				\$ _____	\$ _____	
	Case Coordination (see Section C.5)	<u>Per Case</u>				
0003A	<u>Fixed price elements</u>			\$ _____	\$ _____	
0003C	Medical Screenings (see Section C.3)	<u>Per Visit</u>	<u>1,976</u>	\$ _____	\$ _____	
	Care Coordination (see Section C.5)	<u>Per Case</u>		\$ _____	\$ _____	
	<u>Option Year Two Total Estimated Price</u>			\$ _____	\$ _____	
	<u>Grand total</u>			\$ _____	\$ _____	

PART I – SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 Supplies or Services

- B.1.1 The District of Columbia, Child and Family Services Agency (CFSA) or the Agency is issuing this Request for Proposals (RFP) to solicit proposals from qualified firms to provide health care services for children residing in foster care, known as the District of Columbia Kid Integrated Delivery System (DC KIDS) program. The terms Request for Proposals, RFP, and solicitation are used interchangeably.
- B.1.2 CFSA shall award one contract as a result of this solicitation. The contract shall be a one-year base year period with two one-year option periods.
- B.1.3 The Agency will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the Agency or to relieve the Contractor of its obligation to fill all such orders.

B.2 Price/Cost

- B.2.1 Services provided under CLINs 0001A, 0002A and 0003A, Health Care Screenings, shall be paid on a cost-reimbursement basis by the District, with seventy percent (70%) of the costs being paid by District of Columbia Medicaid (DC Medicaid). The Contractor will bear the responsibility of submitting requests for reimbursement for DC Medicaid. The remaining thirty percent (30%) shall be paid by the Agency.
- B.2.2 Services provided under CLINs 0001B, 0002B, and 0003B, Comprehensive Evaluations, shall be paid primarily by DC Medicaid.
- B.2.3 Services provided under CLINs 0001C, 0002C, and 0003C, Care Coordination, shall be paid on a fixed price basis for personnel, facility and related program costs. Selected service for these CLINs shall be paid on a cost-reimbursement basis by CFSA with regards to the provision of services by specialty providers. Refer to the full description in Section C for more information. Contractor shall be solely responsible for submitting claims to DC Medicaid for which it seeks reimbursement; CFSA shall bear no responsibility for ensuring DC Medicaid claims are paid by DC Medicaid, other than to provide required information to DC Medicaid as necessary.

B.3 PRICING SCHEDULE INSTRUCTIONS

- B.3.1 Included in this solicitation is an estimated pricing schedule. The estimated pricing schedule provides CLIN number, item descriptions, unit, estimated annual unit quantity, estimated per unit price, estimated annual amount. The unit utilized in the estimated pricing schedule is a “visit” for CLINs 0001A, 0001B, 0002A, 0002B, 0003A and 0003B. The Offeror should note that the estimated annual unit quantity is an estimate and the quantity could vary. A “visit” is defined as the child being seen, by designated hospital staff, for the purposes of evaluating, and if necessary providing treatment, to the said child’s physical condition. The unit utilized in the estimated pricing schedule is a “case” for CLINs 0001C, 0002C and 0003C. A case is defined as the primary, ongoing treatment of a child, after the child’s initial 30 days in the care of the District of Columbia, by the Contractor.
- B.3.2 For purposes of the technical proposal, the Offer shall complete the estimated pricing schedule. The Contractor must complete the form by providing an estimated per unit price and estimated annual amount for each CLIN. The Offeror must complete the form by multiplying the estimated annual unit quantity by the estimated per unit price and reaching an estimated annual price. The estimated pricing schedule has pre-populated fields in the unit and estimated annual unit quantities for CLINs 0001A, 0001B, 0002A, 0002B, 0003A and 0003B.

***** END OF SECTION B *****

PART I – SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

- C.1.1 The purpose is to procure the service of a contractor in order to improve the health care delivery of services to children in the CFSA system. The specific areas of improvement this RFP targets include:
- A. Reduction in waiting time prior to initial screen following removal from home;
 - B. Increase in the privacy of children while waiting;
 - C. Improve and better coordinate case management services;
 - D. Improvement in social worker and resource family access to pharmacy services;
 - E. Increase in the overall understanding of professionals in child welfare/child protective services;
 - F. Increase multi-disciplinary approach during initial evaluation and throughout the time the child is in care; and
 - G. Improve monitoring and tracking for follow up treatment and care.
- C.1.2 CFSA realizes that the work of ensuring child well-being will require internal and external changes in policy and practice. Some of the preliminary work that serves as the foundation for improving continuity of care for children in the child welfare system must include:
- A. Ensuring that all front line social workers understand the importance of health care in the life of a child;
 - B. Educating foster parents about how to access medical care;
 - C. Planning approach to promoting a shared responsibility between various disciplines in meeting the needs of children in care; and
 - E. Investing in the technology required to design a fully computerized, networked medical passport system.

C.1.3 In this RFP, the term “Offeror” shall be used to describe those entities who may submit proposals in response to this RFP, and the requirements they must meet in order to have a proposal considered acceptable. The term “Contractor” shall be used to refer to the entity to who a contract is awarded resulting from this RFP, and the requirements that entity must perform as part of the resultant contract.

C.2 **Requirements**

C.2.1 The Contractor shall be licensed to provide health care and behavioral health care services in accordance with all existing federal and District of Columbia laws, rules, and regulations, and shall provide evidence of such license(s), pursuant to the instruction in Section L, Instructions to Offerors, of this RFP.

C.2.2 The Contractor shall provide services consistent with the statutory and regulatory obligations and mandates of the Child and Family Services Agency.

C.2.3 The Offeror shall submit a proposal addressing each of the three (3) service areas (also known as CLINs) being solicited. Proposals not addressing how the Offeror proposes to address each service area shall be rejected by the District as unacceptable. The three (3) service areas are:

C.2.4 24-hour Pre-Placement and Re-Placement Medical Screenings (CLIN 0001, Medical Screenings)

C.2.4.1 Health Care Clinic Providing Initial 30 Day EPSDT Services And Primary Care And Six-Month Follow-Up (CLIN 0002, Comprehensive Evaluations)

C.2.4.2 Care Coordination, (Including The Development Of A Network Of Sub-Specialty Services (CLIN 003, Care Coordination).

C.2.5 The services provided under the District of Columbia Medical Assistance Program (DC Medicaid) Fee- For-Service system shall be the basis for the minimum benefits provided to enrollees in the DC KIDS Program. The Contractor shall coordinate the furnishing of items and services to children enrolled in the DC KIDS Program in a manner consistent with generally accepted principles of professional pediatric practice as reflected in the following guidelines:

C.2.5.1 Bright Futures: Guidelines for Health Supervision of Infants, Children, and Adolescents (National Center for Education in Maternal and Child Health, 1994);

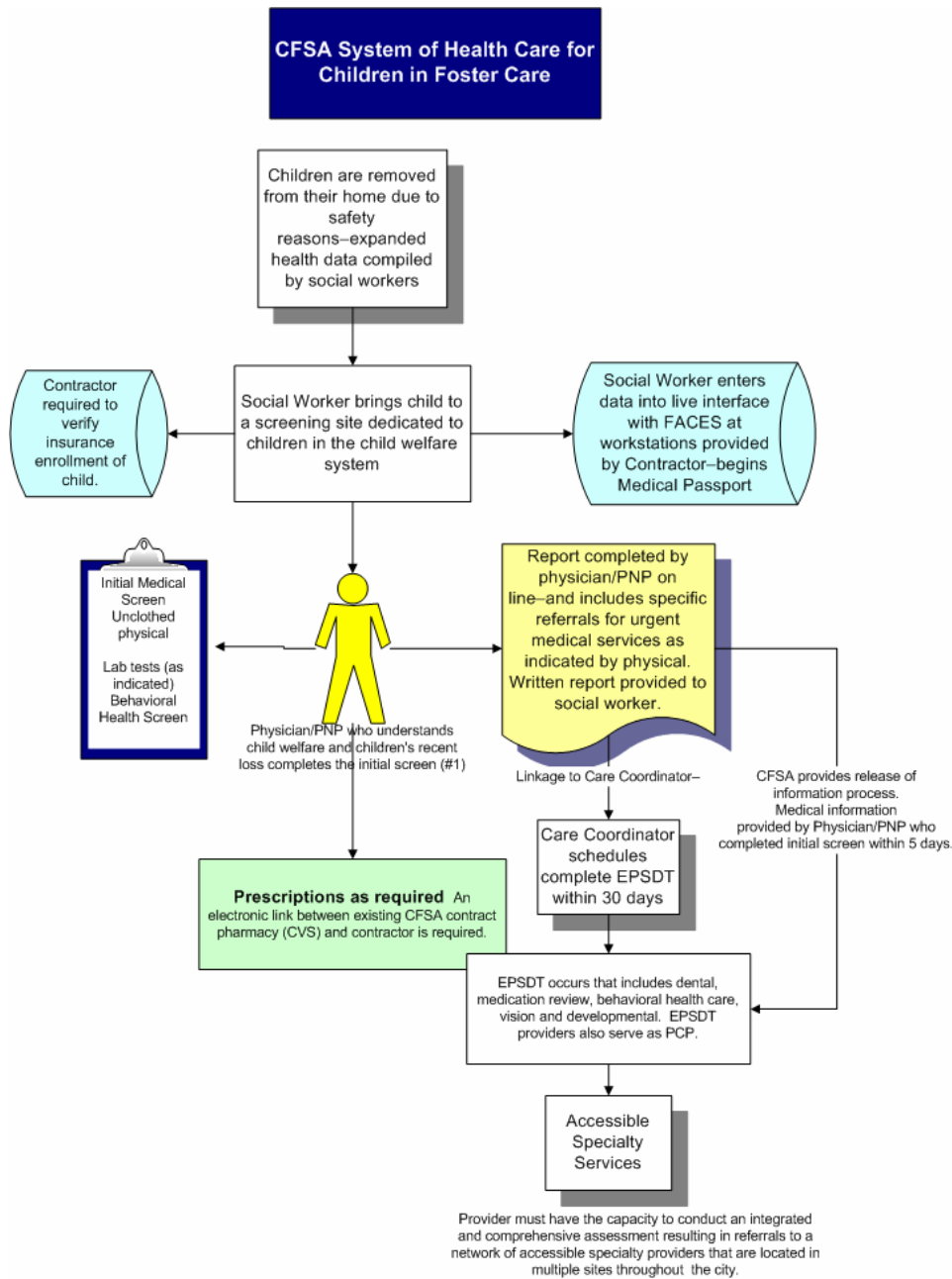
C.2.5.2 Guidelines for Adolescent Preventive Services (American Medical Association, 1995);

- C.2.5.3 Recommendations for Preventive Pediatric Health Care (American Academy of Pediatrics, 1996);
- C.2.5.4 American Academy of Pediatrics “Health Care of Children in Foster Care” and “Health Care of Young Children in Foster Care” Pediatrics (February 1994), (March, 2002);
- C.2.5.5 Child Welfare League of America, Standards for Health Care Services for Children in Out-of-Home Care, Washington, D.C. (CWLA Press 1988);
- C.2.5.6 District of Columbia Healthy Tots and Teens (Health Check)/EPSDT Periodicity Schedule (April, 2002); and
- C.2.5.7 Foster Health, Health Care for Children in Foster Care, Task Force on Health for Children in Foster Care, District II, New York State, American Academy of Pediatrics, (2001).
- C.2.6 The Contractor shall employ a family-centered approach to care including ensuring communication when appropriate with the natural parents or legal guardians (kin), as well as foster parents. The child’s birth parents often have tremendous information to offer about the child’s health history. Best practice suggests involvement of the birth family whenever possible in determining a course of medical services and supports.
- C.2.7 **Cultural and Linguistic Competence**
- C.2.7.1 The Contractor shall provide culturally competent services and ensure staff understand and are familiar with the child’s culture and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. The Contractor shall make every effort to employ staff representative of the community and children and families served.
- C.2.7.2 The Contractor shall provide linguistically competent services through staff fluent in the languages spoken by the children and families served, or from another source providing such services. The Contractor shall have similar capacity to serve hearing impaired clients.
- C.2.8 **Linkages**
- C.2.8.1 The Contractor shall develop a network of DC Medicaid enrolled specialty providers throughout the District of Columbia, Maryland and Virginia, so children and their care providers do not have to travel long distances for specialty care. These Linkages shall be in, or close to, neighborhoods or origin and /or residence. The Contractor shall employ this concept to the extent possible, for all services and activities for youth and families. Linkage to service networks such as the Healthy Families/Thriving Communities Collaboratives, or similar community-based agencies, or network of service providers, shall be evaluated favorably.

Additional information regarding mental health services is described in the previous Section C.2.2 “Service Integration/Linkage”, as well as in the “Mental Health Services” Section C.4.7.

C.2.9 **Seamless System of Care**

- C.2.9.1 The Contractor shall support the development of an electronic medical record (passport) having the capacity to be accessed at multiple sites. The Contractor is expected to create an effective system for monitoring quality of health care services and consumer satisfaction.
- C.2.9.2. The flow chart on the following page depicts eight health care components we believe are critical to our system redesign:
 - C.2.9.2.1 Medical Community Knowledge of Child Welfare and Sensitivity to Children
 - C.2.9.2.2 Timely and complete Screening within 24 hours of child placement or replacement
 - C.2.9.2.3 Medicaid Eligibility Health Care/Insurance Information
 - C.2.9.2.4 Medical Records: A Foundation for A Medical Passport
 - C.2.9.2.5 Pharmacy Capacity
 - C.2.9.2.6 30 Day Comprehensive Evaluation And Establishing Primary Care Responsibilities
- C.2.10 A Coordinated System of Care and Supports (see following chart)



- C.2.11 Medical Community Knowledge of Child Welfare and Sensitivity to Children
- C.2.11.1 The Contractor shall ensure the knowledge base of providers and care coordinators include the general process for substantiation of abuse and neglect, medical documentation social workers need to substantiate abuse/neglect, and the information needs of resource families and kinship caregivers regarding a child/s medical and behavioral health status. Further, we expect that providers understand and the most common medical and behavioral health issues presented by children in care.
- C.2.11.2 The Contractor shall ensure all physicians/PNPs (clinicians) are trained in conducting physical and sexual abuse exams, collecting forensic evidence and conducting extensive health evaluations. Additionally, medical providers must be sensitive to the emotional stressors children face when removed from their home and families. The first hours when children are removed from their homes are fraught with fear, guilt, self blame and an incredible sense of loss. The medical community can be of tremendous help in lessening these feelings and in creating emotional safety for the child.
- C.2.11.3 The Contractor shall also ensure medical providers attend to the complex inter-relationships between physical health and emotional well-being. Children who have experienced significant trauma, extreme stress, witnessed violence or were themselves victims of abuse or neglect, have a very specific set of issues and potential side effects that are different than the rest of the population. These factors must be taken into consideration during the initial contact with the child and throughout the time of service.
- C.2.11.4 The Contractor shall find effective ways to communicate their findings to the many people who share responsibility for the child including social workers, the court, resource families, kinship caregivers and birth parents. These communications shall be in multiple formats and user friendly—so that the information can actually be utilized to enhance children's care.
- C.2.12 **Monitor/Measure Quality Assurance Activities**
- C.2.12.1 The Contractor must ensure the quality of the care provided. The Institute of Medicine defines the quality of care as "the degree to which health services for individuals and populations increase the likelihood of desired health outcomes and are consistent with current professional knowledge." This assumes that there is a relationship between health outcomes, patient satisfaction and the best currently available medical knowledge.
- C.2.12.2 Children in foster care often have complex needs that require timely care delivered according to accepted practice standards. Numerous public and private sector

quality measures exist for children's health care. These can be applied directed or modified to incorporate specific concerns related to health care for foster children's.

- C.2.12.3 Some widely used measurement systems determine the quality of the patient's experience in the health care system; others measure health outcomes. The former is captured in measurements such as CAHPS®: Consumer Assessment of Health Plans from the Agency for Healthcare Research and Quality (AHRQ), which surveys children's and their parents or guardians level of satisfaction with their health care experience. Other measures, which determine the adequacy and efficacy of care, include the Agency for Healthcare Research and Quality Indicators, Maternal and Child Health performance measures and HEDIS®. The latter were developed by the National Committee for Quality Assurance to include assessments of preventive and well care, care for selected chronic conditions, use of services, and perceptions of care (*see* CAHPS®).
- C.2.12.4 The Contractor is expected to utilize a measurement system capturing the quality of a patient's experience with the system of care and provide the data regularly to CFSA. The findings of studies must be shared with the District, along with the proposed means of corrective actions.
- C.2.12.5 At a minimum, all services provided by the Contractor must meet Medicaid standards, with a particular focus on EPSDT requirements, and District standards. In addition, measures of quality for children with multiple needs should also be considered. These are important to assure that the cumulative care offered by a variety of professionals has the desired outcome for children in care.
- C.2.13 **Medical Passport**
- C.2.13.1 All children have the right to have a record of their own developmental, social, health and educational historical information. Health data is essential, required information for the development of optimal case plans for children.
- C.2.13.2 The Contractor shall create and maintain developmental, social, health and educational information for children in out of home care. The sharing of this information must be a collaborative effort between child welfare agencies and the various community service system-private agencies, families and providers.
- C.2.13.3 The Contractor shall participate in the development and maintenance of a comprehensive, easily transferable medical record, written in laymen's, user-friendly language. The creation and development of such a record is critical to the continuity of care for children. The Contractor must ensure health histories including current health status, immunization records, routine dental exams, specialty care, previous hospitalizations and medication are maintained.
- C.2.13.4 The Contractor shall ensure every activity provided by the Contractor is documented in the child's medical record.

- C.2.13.5 The Contractor shall ensure it has a process for maintaining the medical records of children receiving medical or behavioral health services in accordance with the accreditation standards of the Joint Commission and contain all treatment notes, clinical laboratory results, radiology interpretations and notes outlining the planned treatment for any condition requiring follow-up visits.
- C.2.13.6 The Contractor shall ensure it has a process for securing information contained in the child's medical record is confidential.
- C.2.13.7 The Contractor shall ensure the following information is maintained for all children served as gathered:
 - C.2.13.7.1 Demographic information identified by CFSA;
 - C.2.13.7.2 Medical management information;
 - C.2.13.7.3 Referral information (e.g. date of referral, source, court ordered);
 - C.2.13.7.4 Appointment information (e.g. provider demographics, scheduled date of service);
 - C.2.13.7.5 Appointment outcome, recommendations and referrals and follow up;
 - C.2.13.7.6 Pre-placement and Re-placement screen information, including:
 - C.2.13.7.6.1 Date;
 - C.2.13.7.6.2 Findings and Recommendations;
 - C.2.13.7.6.3 Referrals; and
 - C.2.13.7.6.4 Follow up;
 - C.2.13.7.7 Initial Comprehensive Evaluation Information
 - C.2.13.7.7.1 Date;
 - C.2.13.7.7.2 Findings and Recommendations;
 - C.2.13.7.7.3 Referrals; and
 - C.2.13.7.7.4 Follow up;
 - C.2.13.7.8 Hospitalization and Discharge Summaries

C.2.13.8 The Contractor shall have a process in which CFSA would always have full and timely access to the data and information compiled by the Contractor.

C.2.13.9 The Contractor shall have a process to maintain all records in electronic and hardcopy and held secure according to the standards set forth in the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

C.2.14 **Pharmacy Services**

C.2.14.1 The Contractor shall not be responsible for dispensing pharmaceuticals prescribed for CFSA's children at the health care screening. The Contractor shall have an established relationship with a local pharmacy for the processing of pharmaceuticals prescribed for children in all subsequent appointments.

C.2.14.2 The Contractor shall have the ability to generate a unique automated prescription at the health care screening and the automated prescription be tied to the Agency's existing pharmaceutical dispensation contract.

C.3 **24 Hour Health Care Screen For Pre-Placement And Replacement (Health Care Screening)**

C.3.1 The Contractor shall, upon prior notification from CFSA and or presentation of the child to the Contractor, provide a pre-placement screening in a private, child friendly, dedicated setting. For purposes of this solicitation, "pre-placement" is defined as the period prior to a child in the care and custody of the District of Columbia being placed in an out-of-home placement. For purposes of this solicitation, "replacement" is defined as the period prior to a child in the care and custody of the District of Columbia being placed in an out-of-home placement in which they were previously placed.

C.3.2 The District will favor proposals from Offerors who shall provide this service through a free standing clinic with an urgent care operational model. See Section M.3.1, Evaluation Criteria, Subfactor 10.

C.3.3 The Contractor shall, at the point of the health care screening, be capable of determining existing enrollment in a health care insurance program, whether public or private.

C.3.4 The Contractor shall have a process for enrolling all District of Columbia wards identified by CFSA into the DC KIDS program including HSCSN members (CFSA HSCSN members). HSCSN will be responsible for coordination of their member services.

C.3.5 The Contractor shall have a process for determining whether a child is already enrolled in a Medicaid HMO and communicating said information to the CFSA Health Services Division within 24 hours of the health care screening. CFSA has

the responsibility to convert coverage to Medicaid Fee for Service (FFS) immediately.

- C.3.6 The Contractor shall have a process for notifying the CFSA Office of Clinical Practice, within 24 hours, if a child is not enrolled in a Medicaid MCO.
- C.3.7 The Contractor shall have a process for documenting whether a child has private insurance, information documented by the provider and made available to the District's Income Maintenance Agency (IMA).
- C.3.8 The Contractor shall craft, in the first month of contract performance, in coordination with CFSA, enrollment and disenrollment protocols and procedures for the DC KIDS Program.
- C.3.9 The Contractor shall have a process for ensuring all children in the care of CFSA are enrolled into the DC KIDS program by the end of the ninth month of contract performance.
- C.3.10 The Contractor shall have private space for social workers to complete data entry into the DC KIDS system. The provided space must include dedicated work stations allowing social workers to access the CFSA information technology database (FACES), complete forms for Medicaid enrollment, or status change to initiate the medical passport.
- C.3.11 The Contractor shall have a process for transferring information gathered at the pre-placement screening to physicians/PNP conducting the 30 day and 6 month EPDST services and ensuring continuity in care.
- C.3.12 The Contractor shall have a process for ensuring screening services are available 24 hours a day, seven days a week. The Contractor must show capability for the following: the physician/PNP will see the child within one (1) hour of arrival; the service provider have both physicians/PNP and nurses with a background in pediatrics and child welfare services; provide necessary medical services just prior to the child going into an out-of-home setting (e.g., foster home or group home), upon replacement and prior to reunification or exiting care. Except for emergencies, if the child is being placed from one home or facility to another, CFSA will provide appropriate notification and present the child for a screening that the Contractor shall perform prior to re-placement. In cases of emergencies, no advanced notice will be required.
- C.3.13 The Contractor shall have a process for ensuring the pre-placement and re-placement screenings minimally include the following:
 - C.3.13.1 Complete unclothed physical examination;
 - C.3.13.2 Laboratory tests as medically indicated;

- C.3.13.3 Behavioral health assessment screening (CFSA and the Contractor shall determine the tool to be used for this screen within thirty (30) days of the award of this contract);
- C.3.13.4 Referrals for urgent medical or behavioral health services as indicated; and
- C.3.13.5 Access to pharmaceutical services as indicated.
- C.3.14 As part of the pre-placement screen, the physician shall look for indicators to identify physical and or sexual abuse. Should acute indicators be identified or a disclosure made known of sexual abuse that occurred within 72 hours or less during the pre-placement screen, the appropriate forensic and medical-legal examination shall occur within two hours of arrival. Children who disclose about an occurrence that was not within this timeframe shall be scheduled for services at an appropriate sexual abuse assessment center.
- C.3.15 At the completion of the screening, the following must occur: 1) a thorough, written report provided to the social worker and 2) direct data entry into the medical screens of FACES. The report and data entry shall include at a minimum the following:
 - C.3.16.1 General assessment of child's health including indications of physical, sexual or emotional abuse and/or neglect;
 - C.3.16.2 Follow-up appointments made for medical, vision, developmental, dental or behavioral health care and documentation of appointment notification to resource families; and
 - C.3.16.3 Copy of care instructions for resource families and documentation that instructions have been provided.
- C.3.17 The Contractor shall have a process for providing a copy of the child's immunization record to the social worker.
- C.3.18 The Contractor shall have a process ensuring a copy of the pre-placement screen and all other available medical information is forwarded to the identified physician/PNP conducting the EPSDT evaluation within 5 days.
- C.4 **30 - Day Comprehensive Evaluation, Establishing Primary Care Responsibilities And 6 - Month Follow-Up (Comprehensive Evaluation)**
 - C.4.1 The EPSDT Program (referred to by the District of Columbia Medical Assistance Administration as "Health Check") will be the primary component for the delivery of care for this population. Its purpose is to provide low-income children with comprehensive health care. The EPSDT Program is the pediatric component of

Medicaid and requires coverage of periodic screens for vision, dental, developmental, behavioral health and diagnostic services and treatment needed to confirm and to treat the existence of a physical or mental illness or condition.

- C.4.2 The Contractor shall have the capability to provide, and complete, an initial comprehensive evaluation comprised of age-appropriate Early and Periodic Screening, Diagnosis and Treatment (EPSDT) within 30 days of the initial placement. The Contractor shall ensure the provision of dental, vision, hearing examinations, immunizations and treatment with appropriate equipment as medically necessary and consistent with the EPSDT criteria. This evaluation shall include consultation with the social workers, birth parents, and resource family and/or kinship caregivers. Prior to this evaluation, past medical and behavioral health information shall be obtained from the child's previous medical providers. All services will meet reasonable standards of medical practice as defined in the recommendations for Preventive Pediatric Health Care (American Academy of Pediatrics, 1996).
- C.4.3 Dental services shall include relief of pain and infections, restoration of teeth and maintenance of dental health.
- C.4.4 Vision services shall include diagnosis and treatment for vision-related defects or conditions including eyeglasses.
- C.4.5 Hearing services shall include diagnosis and treatment of defects in hearing including hearing aids.
- C.4.6 The provision of vaccinations and immunizations in accordance with the standards established by the Advisory Committee on Immunization Practices. All providers who immunize children shall be required to participate in the Vaccines for Children Program under Section 1928 of the Social Security Act, 42 U.S.C. § 1396s.
- C.4.7 The Contractor's PCP must have the capability to make recommendations for further specific training and support for resource families and birth families as needed to care for medically involved children.
- C.4.9 The Contractor shall work in concert with the care coordinator to ensure an integrated approach to medical care. All referrals for specialty services will be directed to the care coordinator for scheduling. The treatment plan will reflect this care coordination.
- C.4.10 The Contractor shall have the capability to provide children with the same physician/PNP conducting the 30 day EPSDT and each 6 month medical follow up. Due to the nature of medical needs of children in the child welfare system, it is expected that the Contractor shall devote the time required to fully meet the medical needs of children in care. The ongoing care shall include the following:

Comment [LL1]: Will Medicaid pay for this?

- C.4.10.1 Thorough assessment of growth and development;
- C.4.10.2 Behavioral health assessment and follow up to ensure child is adapting to new environment (includes school home, *et al.*);
- C.4.10.3 Medication review; and
- C.4.10.4 Immunizations.
- C.4.11 The Contractor shall have the capability to conduct an annual training about the current requirements for EPSDT for all physicians and health care providers involved in delivering primary care clinical services.
- C.4.12 The Contractor shall have the capability to develop a monitoring program to ensure that each physician or facility providing EPSDT services has the necessary equipment and knowledge to perform such services.
- C.4.12 The Contractor shall have a process for providing notification to the District of Columbia's Department of Health Childhood Lead Poisoning Prevention Program of any child with an elevated blood level greater than 10ug/dl within 72 hours after receiving the results. The Contractor shall coordinate or provide medical services required to treat the exposed child.
- C.5 **Care Coordination**
- C.5.1 The Contractor shall have the capability to provide timely coordination of all medical, vision, dental and developmental services for enrollees into the DC KIDS Program.
- C.5.2 The Contractor shall have the capability to provide the following services:
 - C.5.2.1 Ensure all EPSDT appointments are scheduled within 5 days following and that such scheduled appointments are held as soon as possible, but not later than 30 days after receipt of the referral. In the event that an appointment for the initial EPSDT evaluation cannot be within the 30-day period, Contractor shall notify the CFSA Office of Clinical Practice immediately. Such notice shall include the earliest available appointment time for the EPSDT;
 - C.5.2.2 Provide follow-up care to determine whether referrals for other services are required within five (5) days following the EPDST. The Contractor shall make all follow up appointments in consultation with the resource family, birth family and social worker. The Contractor shall notify the Behavioral Services Unit of a child's need of behavioral and mental health service.
 - C.5.2.3 Ensure an array of relationships with specialty providers throughout the District of Columbia, Maryland, and Virginia available to see children in a timely manner

Timely is defined as within 7 days of the date of referral if it is urgent or 30 days for non urgent services. The specialty providers must show a documented willingness to serve children in the foster care system. Contractual agreements must be established with these providers and those agreements must stipulate the providers will bill Medicaid. The Contractor shall establish protocols for referral, communication, service planning and delivery, sub-contracting, communication, and data collection. Service provider contracts, formal service agreements, “letters of linkage”, and memoranda of understanding among members of the service network may act as evidence of a formal agreement.

Deleted:

The list of specialty areas required is identified on the chart below.

Specialty Area
Allergies
Alternative therapies: music, art, recreation –evidenced based
Cardiology
Dermatology
Durable Medical Equipment
Gastroenterology
Immunology
Mental Health Practitioners (who possess an understanding of child physical and sexual abuse and Reactive Attachment Disorder and area able to use evidence based treatment models.)
Neurology
Nutrition
Obstetrics-Gynecology
Occupation Therapy
Orthodontist
Orthopedics
Otolaryngology
Physical therapy
Podiatry
Psychiatry
Psychology
Pulminolgy
Speech and Language
Sexual Abuse examination, and determination and treatment (legal documentation). Similar to the services provided by the Freddie Mac Foundation.
Physical abuse examination, and determination and evidenced based treatment. (legal documentation) Similar to the services provided by the Freddie Mac Foundation.

- C.5.3 The Contractor shall have the capability to provide necessary, coordinated support services to children and their families to ensure 1) consistent access to medical services; 2) compliance with medical care instructions; 3) the provision of medication management services; 4) follow up services and collaborative care; and 5) reduction of confusion by the social worker and care providers as to care

instructions and follow up appointments. Supports services also include coordination of transportation to medical appointments, in home support services, communication with school personnel, and education of resource families and school personnel regarding medical needs.

- C.5.4 The Contractor shall have the capability to ensure the coordinated system on care also includes preventive services and health education. While the primary care physician will provide some of these services specific preventive education could help a child or adolescent remain healthy and avoid illness or addiction. Examples of prevention services may include nutrition education for children with diabetes or eating disorders, pregnancy prevention, knowledge of sexually transmitted diseases and substance abuse prevention.
- C.5.5 The Contractor shall have a process ensuring children will be seen within seven (7) working days of the comprehensive evaluation for testing and assessment for any medical/ developmental/behavioral issues arising from the comprehensive evaluation.
- C.5.6 The Contractor shall have a process ensuring treatment and on-going services will be initiated within ten (10) working days of the secondary evaluation.
- C.5.7 The Contractor shall have a process for ensuring a network of specialty care providers is available to provide care and/or follow up diagnostics as indicated during the EPSDT evaluation.
- C.5.8 The Contractor shall have the ability to coordinate second opinion referrals, other than behavioral and mental health services coordinated by CFSA, to the extent such visits are reimbursable by DC Medicaid or prior authorization for reimbursement is granted by CFSA. A member of the health care team, the social worker, the caregiver or the birth parent may request a second opinion.
- C.5.9 If during the time in care, a child discloses to a CFSA worker that they had been physically or sexual abused, the Contractor will receive a referral from CFSA and shall ensure that the child receives an examination through the Child and Adolescent Protection Center (a medical/legal examination) within 72 hours.
- C.5.10 The Contractor shall have the ability to coordinate all in-patient activities and discharge planning services resulting from an admission. All medically unnecessary stays shall be approved in advance in writing by the CFSA Office of Clinical Practice. In the event that a discharge plan includes an inpatient stay that exceeds the medically necessary days, the hospital shall submit a proper invoice at the Medicaid approved rate to the care coordinator for review, prior to submission to CFSA. The care coordinator in turn will submit the hospital's invoice with appropriate documentation justifying the length of stay to CFSA and CFSA will assume the responsibility for paying the hospital directly.

- C.5.11 The Contractor shall have a process for ensuring every effort will be made to include social worker and caregivers as part of the discharge planning process. The Contractor shall inform CFSA of the child's diagnosis and indicated services.
- C.5.12 The Contractor shall notify CFSA on-call Office of Clinical Practice staff when a CFSA ward presents at the emergency room or urgent care center and is admitted. An on-call schedule will be provided by CFSA, and updated as necessary. The Contractor shall work with the emergency room staff to coordinate follow up care. The Contractor shall bear the responsibility for the coordination of all referrals resulting from an emergency room visit.
- C.5.13 The Contractor shall contract with established (those that accept DC Medicaid) durable medical equipment (DME) providers to ensure that any prostheses, eyeglasses or hearing aids that are medically necessary.
- C.5.14 The Contractor shall be responsible for coordinating transplant surgery and for obtaining prior authorization for the transplant surgery from the District of Columbia's Medical Assistance Administration Program and from CFSA.
- C.5.15 The Contractor shall provide to CFSA a calendar of education activities available to CFSA wards and caregivers. Such education activities shall include nutrition and medication administration. The calendar shall be issued to CFSA every three months in an adequate supply for distribution to CFSA wards and caregivers.
- C.5.16 The Contractor shall ensure the development of health care programs for the adolescent population with emphasis on teenage parents. The major issues for this population are substance abuse, teen pregnancy and a lack of understanding of sexual development. Such programs will be conducted throughout the DC, Maryland and Virginia locales.
- C.5.17 The Contractor shall be responsible for referring pregnant and postpartum adolescents and children up to age five who have nutritional deficiencies or have nutrition related medical conditions to the Special Supplemental Food Program for Women, Infants and Children (WIC), and also for furnishing the WIC agency with the results if tests conducted to ascertain nutritional status consistent with the requirements of the DC Medicaid Program.
- C.5.18 The Contractor shall ensure the availability of the following pregnancy-related care and services for DC KIDS:
 - C.5.18.1 Prenatal care, including services for an adolescent who is identified as having HIV.
 - C.5.18.2 Delivery services.
 - C.5.18.3 Postpartum care which continues until the last day of the month in which the adolescent's 60th postpartum day occurs; and

- C.5.18.4 Services related to any condition complicating pregnancy, including diagnosis of mental illness or addiction disorders. The Contractor shall notify the CFSA Behavioral Services Unit of the need for a child to receive behavioral and mental health services.
- C.5.18.5 Contractor must obtain authorization from CFSA Office of Clinical Practice prior to enrolling client for participation into any clinical trial. (i.e., research studies including experimental medications, etc.)
- C.6 **Mandatory Reporting**
- C.6.1 The Contractor shall ensure that all staff complies with the provisions as cited in D.C. Law 2-22 and D.C. Official Code § 2-1352. The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse or neglect, having any other information indicating an alleged or actual risk to a child/children health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty-four (24) hour Child Abuse and Neglect Hotline ((202) 671-SAFE).
- C.6.3 The Contractor shall ensure notification is made within (24) hours to the assigned Monitor, Office of Clinical Practice and the Contracting Officer.
- C.6.4 The Contractor shall ensure any staff member who believes a resident is in serious and immediate danger shall take immediate steps to protect the resident including, as appropriate, removing the resident from the danger.
- C.6.5 The Contractor shall ensure the written report shall include, but need not be limited to, the following information if the person making the report knows it:
- (a) The child/children who is the subject of the report
 - (b) Each of the child/children siblings; and
 - (c) Each of the child/children parents or other persons responsible for the child/children's care;
 - (d) The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;
 - (e) All other information which the person making the report believes may be helpful in establish the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect; and
 - (f) If the source was required to report under this subchapter, the identity and occupation of the source how to contact the source and a statement of the actions taken by the source concerning the child/children.

*** END OF SECTION C ***

PART I – SCHEDULE

SECTION D

PACKAGING AND MARKING

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SECTION D - PACKAGING AND MARKING

D.1 Packaging and Marking

The packaging and marking requirements for the contract resulting from this solicitation shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004, Attachment J.1, when applicable.

D.2 Postage/Delivery

The Contractor shall be responsible for all posting and mailing fees connected with the performance of the contract resulting from this solicitation.

***** END OF SECTION D *****

PART I – SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004, Attachment J.2.1.

E.2 Deliverable Acceptance Criteria

E.2.1 Written documents shall be delivered as follows: three (3) original copies and one (1) electronic copy unless otherwise specified for the applicable deliverable. The copy shall be in Microsoft Word or PowerPoint and transmitted on an electronic medium such as e-mail, CD-ROM, or diskette. Documents shall be produced in Microsoft Word, Microsoft Excel and Microsoft Project, as appropriate. Presentations shall be in Microsoft PowerPoint.

E.2.2 CFSA shall have twenty (20) business days to review each deliverable and accept or reject the deliverable in writing, with a written description of all discrepancies for correction by the Contractor. The Contractor shall resubmit corrected deliverables to CFSA within five (5) business days.

E.3 Contract Monitoring

The Contracting Officer Technical Representative(COTR) designated in Section G shall perform inspection and acceptance of services to be furnished under the contract that is awarded as a result of this solicitation in accordance with the requirements for service delivery described in Section C of this contract and due dates for documentation and deliverables as described Section F of this contract. The COTR will monitor the Contractor(s)' performance under this contract as often as is determined necessary based on program activity and program compliance with requirements, but not less than one time each week. The District will review any elements of the contract as necessary to ensure that service delivery is being accomplished as required by the contract.

E.4 Corrective Actions

A corrective action will be required when there are quality of service problems or there is a serious contract problem. "Quality of service problems" are those issues directly related to the delivery of health care services for children who are wards of the District of Columbia as described earlier in this contract. "Serious contract problems" are those issues directly related to the administration or interpretation of

contractual terms and conditions. The COTR, as applicable, will issue corrective actions to the Contractor regarding service delivery and reporting deficiencies in accordance with Government of the District of Columbia Standard Contract Provisions.

- E.4.1 The Agency will address minor problems as follows:
 - E.4.1.1 Identify and communicate the problem to the contractor(s) verbally and in writing;
 - E.4.1.2 Discuss with the Contractor the expectations for correction and how it should be corrected, including the review date;
 - E.4.1.3 Document conversations with the Contractor and follow-up findings; and
 - E.4.1.4 Complete a Corrective Action Log, documenting the above.
- E.4.2 The COTR will address serious and reoccurring problems as follows:
 - E.4.2.1 Identify and communicate the problem to the contractor verbally and in writing, using specific dates, number of occurrences, or other data that quantifies the problem;
 - E.4.2.2 Advise contractor of need to correct problem, if appropriate, ask contractor to submit a corrective action plan, including dates when action will be completed;
 - E.4.2.3 Set deadline for submission of correction action plan from contractor;
 - E.4.2.4 Specify a time frame for resolution of the problem by the contractor;
 - E.4.2.5 Track all corrective actions to ensure completion;
 - E.4.2.6 Follow up immediately and notify Contractor of the missed deadline for submission and request an action completion date if deadlines are missed or corrective actions otherwise not completed; and
 - E.4.2.7 Notify contractor that failure to correct problems could lead to the Contracting Officer taking remedial action, as appropriate, under the Termination for Default or Termination for the Convenience of the District clauses in the Standard Contract Provisions.

***** END OF SECTION E *****

PART I – SCHEDULE

SECTION F

DELIVERIES AND PERFORMANCE

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SECTION F - DELIVERIES AND PERFORMANCE

F.1 Type of Contract

This contract shall be a fixed price contract with payment with a cost reimbursement component set forth in the Price Schedule, Section B.

F.2 Period of Performance

The period of performance of the contract shall be for a period of one (1) year from the date of award (*i.e.* the date the Contracting Officer signs the contract). Award of the contract shall be contingent on the prior approval of the Council of the District of Columbia, pursuant to Section 105(a) of the Procurement Practices Act of 1985, as amended, D.C. Law 6-85, D.C. Official Code § 2-301.05a, if the total not-to-exceed amount of the proposed contract exceeds one million dollars (\$ 1,000,000.00) during a twelve (12) month period.

F.3 Option to Extend the Term of the Contract

F.3.1 CFSA may extend the period of performance under the contract by exercising an option to the contract. An option may be exercised in full for a full year, or may be exercised in part for any fraction thereof, or multiple successive fractions thereof. The total duration of all options shall not exceed two (2) years. The total duration of this contract, including the exercise of any options under this Section, shall not exceed three (3) years. The District shall exercise an option by written notice to the Contractor prior to the expiration of the previous contract period, provided that the District provided to the Contractor a preliminary written notice to the Contractor of its intent to exercise an option at least thirty (30) days before the contract period expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the District exercises an option, the extended contract shall be considered to include this option provision.

F.3.3 The prices for the option periods shall be as specified in the contract extension on Schedule B.

F.4 Transition Period

- F.4.1 The Agency reserves the right to extend the term of this contract for an additional period of days, up to but not exceeding ninety (90) days, for the purpose of declaring a Transition Period, during which the Contractor shall cooperate with the District in the smooth and orderly transition of services to a new contractor. The District shall declare a Transition Period by sending a written Notice of Transition to the Contractor no fewer than thirty (30) days before the expiration of the contract. Extension of this contract during any Transition Period shall be subject to the availability of funds at the time the Transition Period is declared in the written Notice of Transition.
- F.4.2 The Contracting Officer's Technical Representative (COTR) shall provide the Contractor a Transition Plan governing the Transition at the time the Notice of Transition is sent to the Contractor. See also Section I.8 of this contract, Continuity of Services.
- F.4.3 During the Transition Period, the Contractor shall cooperate with the COTR to ensure that all children and families currently served by Contractor continue to receive services as outlined in the contract. The price for the Transition Period shall be as specified in the Pricing Schedule, page 2 of this contract. The Contractor shall follow the billing procedures outlined by the District in its Notice of Transition. All terms and conditions of this contract shall remain in effect during the Transition Period.
- F.4.4 The total duration of this contract, including any Transition Period, shall not exceed three years and ninety days (1186) days.
- F.5 **Quality Assurance and Status Reporting**
- F.5.1 The Contractor shall provide written reports on a monthly basis in the form requested by the CFSA COTR. The reports must be submitted to the CFSA COTR, with a copy to the Contracting Officer. Timely, complete and satisfactory provision of these reports by the Contractor to the COTR shall be a condition precedent to payment of the contractor. The reports required are specified in Section C.
- F.5.2 In addition to the reports specified in Section C, the Contractor shall prepare written weekly status reports for the COTR. The report shall include a list of accomplishments during the reporting period, including completed and work in progress items; accomplishments planned for the next reporting period; identification of issues requiring management attention, including notification of any potential schedule slippage for deliverables and causes, as well as proposed corrective action.

*** END OF SECTION F ***

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Contract Administration

G-1.1 The Child and Family Services Agency, Contracts and Procurement Administration shall be responsible for all matters of contract administration not directly dealing with the monitoring of programmatic performance. All questions concerning contract administration during the course of the contract awarded as a result of this solicitation shall be directed in writing to the Contracting Officer, unless the Contracting Officer designates another contact person in writing. Any questions related to this solicitation shall be directed to the Contracting Officer. Only the authorized Contracting Officer is authorized to enter into and modify contracts.

G-1.2 The Contracting Officer for this solicitation and the contract resulting from this solicitation shall be:

Jim R. Moye
Acting Contracts and Procurement Administrator
Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza, SW, Suite 5200
Washington, D.C. 20024
(202) 724-7544 (phone)
(202) 724-5300 (phone-main number)
(202) 727-5883 (fax)
Jimmy.moye@dc.gov (e-mail)

G.2 Contracting Officer's Technical Representative

G-2.1 The Contracting Officer shall designate in writing a Contracting Officer's Technical Representative (COTR) for the contract that is awarded as a result of this solicitation. The COTR shall be responsible for the day-to-day monitoring and supervision of the contract, ensuring that the work conforms to the requirements of this contract, advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract, and such other responsibilities and authorities as may be specified in the contract. The COTR shall identify any occurrences where liquidated damages are to be considered for assessment against the Contractor and provide that information to the Contracting Officer.

G.2.2 It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract. The Contractor shall be held fully responsible for any changes to the requirements of the contract that are

not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.2.2 The COTR's name and contact information is as follows:

Name: After Award
Health Services Program Manager
DC KIDS Program
Government of the District of Columbia
Child and Family Services Agency
Office of Clinical Practice
400 Sixth Street, SW
Fourth floor
Washington, D.C. 20024

G-3 **Modifications**

Any changes, additions or deletions to this contract shall be made by written modification by the Contracting Officer only. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract; any changes, additions or deletions shall be made by written modification to the contract by the Contracting Officer. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer. Any such changes, additions or deletions made to the contract by a CFSA or non-CFSA employee who is not the Contracting Officer shall be deemed null and void. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.4 **Submission of Invoices**

G.4.1 The Contractor shall submit an original invoice and three copies no later than 10 days after the last day of any month in which services are provided. The invoices shall include the Contractor's name, address, invoice number, date, tax ID number, DUNS number, Contract number, description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed; other supporting receipts, documentation or information necessary to substantiate that services were performed, Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be delivered, and Name, title, telephone number and mailing address of person to be

notified in the event of a defective invoice. Contractor shall date each invoice as close to the date of mailing or transmittal as possible. All invoices shall be signed by an authorized signatory of the Contractor.

- G.4.2 Invoices shall be submitted to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at the following address:

Child and Family Services Agency
Office of the Chief Financial Officer
400 Sixth Street, SW
Washington, DC 20024
Attn: Accounts Payable Unit
Second floor - Cubicle # 2081
(202) 727-7464 (phone)

G-5 **Certification of Invoices**

Upon receipt of a properly submitted invoice, the invoice shall be forwarded to the COTR, who shall certify the invoice and return it to the Accounts Payable Unit for processing and payment. Please note that although additional copies of invoices or supporting documentation may from time to time, be requested by the Contracting Officer or COTR, it shall be the responsibility of the contractor to submit invoices for payment according to the instructions in Section G.4.

G.6 **Payment**

G.6.1 **Quick Payment Act**

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02 the District shall make payment on a properly submitted invoice within thirty (30) days from the date of receipt of a properly submitted invoice. CFSA shall only pay the Contractor for services performed under this contract pursuant to the terms stated in Section B, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.6.2 **Payments to Subcontractors**

- G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract (a) pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or (b) notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

- G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier according to the provisions of the Quick Payment Act. Any dispute between the Contractor and a subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act shall not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 **Assignments**

- G.7.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

- G.7.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

- G.7.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.8 **FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.8.1 The contract resulting from this solicitation shall be subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements as stated in Section I.9 of this contract. Final request for payment under the contract must be accompanied by the report or a waiver of compliance.
- G.8.2 No final payment shall be made to the Contractor until the Office of the Chief Financial Officer has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

*** END OF SECTION G ***

PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Contractor License/Clearances

- H.1.1 The Contractor shall maintain documentation that Contractor staff (employees, volunteers and consultants) possesses adequate training, qualifications, and competence to perform the duties to which they are assigned, and hold current licenses or certifications as appropriate.
- H.1.2 Pursuant to Section 211 of Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (Child and Youth Act), effective April 13, 2005 (D. C. Law 15-353), and 27 DCMR § 500.1 *et seq.*, for all personnel that shall have direct contact with children in the course of performance under the contract that results from this solicitation, Contractor shall obtain the following clearances/checks from each jurisdiction in which the personnel have resided for the five years prior to employment under this contract, and submit the results of these clearances to the COTR prior to the personnel commencing work under this contract:
- H.1.2.1 Child Protection Register clearance;
- H.1.2.2 Criminal background checks to include a National Criminal Information Center Report.
- H.1.3.1 Except for professionals in accordance with the Child and Youth Act, and except as described in Section H.1.3.2, below, the Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check. The Deputy Director for Clinical Practice shall have sole discretion to permit or prohibit any person with a criminal record from working for the Contractor on this contract, except that persons having criminal convictions for felony crimes of violence, or crimes involving sexual assault, rape, child abuse/molestation, drug possession or drug distribution shall not under any circumstances have direct contact with children while working for Contractor under this contract.
- H.1.3.2 The Contractor's staff may begin employment pending the results of the criminal background checks, but the Contractor shall immediately remove them from performance under the contract should the Contractor or the COTR determine that the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment in the provision of services under this contract with the prior written permission of the COTR while the results of the criminal background checks are pending, but the Contractor shall be responsible for supervising the staff member at all times, and shall be responsible for ensuring that at no time shall the staff member provide services to youth independent of direct supervision.

- H.1.3.3 Any conviction or arrest identified in the background checks of the Contractor(s)' employees will be reported to the COTR, in conjunction with other appropriate District representatives, which will determine the employee's suitability for employment.
- H.1.3.4 The Contractor shall conduct the criminal record background checks on an annual basis and for all newly acquired employees. The Contractor shall disclose to the COTR, any arrests or convictions that may occur subsequent to employment.
- H.1.4 For all personnel that shall have direct contact with children in the course of performance under the contract that results from this solicitation, Contractor shall submit to the COTR a health certificate, dated no less than thirty (30) days prior to submission, that establishes that the personnel are free from any communicable diseases. A physician holding a valid license issued by the jurisdiction in which the physician practices medicine shall sign the medical clearance. Contractor shall not employ any staff in fulfillment of the work under this contract unless the said staff has received a medical clearance and that clearance has been provided to the COTR.
- H.1.5 The Contractor(s) shall provide pre-employment substance abuse screening for each staff member to perform services under this contract. The Contractor(s) shall provide the results of the substance abuse screenings for each employee proposed to deliver services under this contract that shall have direct contact with children under this contract.
- H.1.6 Upon request by the COTR, the Contractor shall provide copies of resume and/or employment history, professional and/or personal references, applicable credentials/certifications, records of required medical examinations, notation of any allegations of professional or other misconduct and subsequent actions to the allegations and date and reason(s) if terminated from employment.
- H.1.7 The Contractor shall designate Key Personnel in its proposal by name and title/position, which shall be considered essential to the work being performed under the contract awarded under this solicitation. Prior to diverting any Key Personnel from performance under the contract for any reason, the Contractor(s) shall notify the COTR at least thirty (30) calendar days in advance and shall submit justification including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall not reassign any Key Personnel or appoint replacements, without written permission from the Contracting Officer.
- H.1.8 Professional Social Workers shall possess either a Bachelor's or a Master's Degree in Social Work (BSW or MSW) and shall be licensed in the District of Columbia
- H.1.9 Contractor's social work staff shall attend the pre-service training offered by the CFSA to its social work staff, or its equivalent, in areas related to their positions,

before staff begins to carry caseloads. The current pre-service training is a combination of classroom and on-the-job training and is 80 hours for social workers and 40 hours for supervisors. New staff shall be given an orientation that familiarizes them with the District of Columbia child welfare system.

H.2 Cost of Operation

All costs of operation under this contract, except as specifically provided for as items included in the cost-reimbursement sections of Section B-Pricing Schedule, shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses. No payments other than those provided for in the Pricing Schedule shall be made to the Contractor.

H.3 Insurance

H.3.1 The Contractor shall procure and maintain, at its own cost and expense, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work.

H.3.2 All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

H.3.3 All insurance provided by the Contractors as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days written notice to be given to the District prior to a change in coverage such as a substantial change, cancellation or non-renewal. If the insurance provided is not in compliance with all the requirements herein, The District maintains the right to stop work until proper evidence is provided. Evidence of insurance shall be submitted upon request to the Agency Chief Contracting Officer.

H.3.4 The Contractor shall be responsible for obtaining and maintaining the following:

H.3.4.1 Workers' Compensation: A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work will be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/ accident, \$100,000/ disease, \$500,000/disease policy limit shall be included.

- H.3.4.2 Commercial General Liability Insurance: A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this contract. Products-completed operations, independent contractors, and contractual liability coverages are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment will be brought onto the job site, the policy shall be endorsed to provide coverage for sudden and accidental pollution. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy, or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.
- H.3.4.3 Automobile Liability Insurance: A policy issued to and covering the liability of the Contractor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under the Contractor's Commercial General Liability Insurance. The policy shall designate the District as an additional insured with respect to operations to be performed in connection with this contract. Coverage under this policy, or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.
- H.3.4.4 Umbrella/Excess Liability Insurance; \$5,000,000 limits per occurrence.
- H.3.4.5 Professional Liability Insurance: \$1,000,000 limits per claim (Note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for other "professions" with a professional liability exposure).
- H.3.5 The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy unless the insurer provides the contacting entity, licensing agency, and the Office of the City Administrator with written notice of an intent to take such action at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action. The insurer shall serve notice to the following persons by certified mail, return receipt requested:

Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency

955 L'Enfant Plaza, S.W.
Suite 5200
Washington, DC 20024

and

Office of the City Administrator
Attn: Risk Management Officer
441 4th Street, NW
Suite 800S
Washington, DC 20001"

- H.3.6 Section H.3.6 is reserved for future use.
- H.3.7 The Contractor shall defend, indemnify and hold the contracting entity, licensing agency, and the District of Columbia government, and its elected and appointed officials and officers, employees, agents and representatives, harmless from and against any and all injuries, claims, demands, judgments, suits in law and equity (including without limitation, habeas corpus actions), actions before administrative tribunals, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, that actually or allegedly, in whole or in part, arise out of, or result from:
- H.3.7.1 Operating a facility;
- H.3.7.2 Performing or failing to perform duties required by or reasonably related to the requirements of the contract between the facility and the contracting entity; or
- H.3.7.3 Providing or offering services, whether or not caused by the facility or its affiliates, officers, employees, agents, contractors or subcontractors; whether or not such acts or omissions were alleged or proven to have been caused in whole or in part by the contracting entity, the licensing agency or the District of Columbia government, and whether or not such acts or omissions are authorized, allowed or prohibited by this Chapter. The facility's indemnity obligations under this section shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the gross negligence or willful misconduct by the contracting entity; the licensing agency or the District of Columbia government, or their officials, officers, employees, agents or representatives, provided that no such gross negligence or willful misconduct, alleged or actual, shall affect the facility's obligation to defend the contracting entity, licensing agency, and the District of Columbia government.
- H.3.7.4 Contractors shall provide copies of the policies for any or all of the insurance required by this section to the contracting entity and licensing agency upon written request.

H.4 Staff Requirements

- H.4.1 The Contractor shall employ and maintain documentation and assuring staff possesses adequate training and competence to perform the duties to which they have been assigned. All direct service personnel assigned to cases must enroll and complete the CFSA training for new employees most closely related to their function, as well as ongoing training at CFSA's expense on a training-space-available basis.
- H.4.2 The Contractor shall maintain complete written job descriptions covering all positions funded through the contract, which must be included in the project files and be available for inspection on request by CFSA. Job descriptions will include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this contract project, the Contractor shall obtain written documentation of education, work experience and personal references, as well as any current licenses and certifications that are applicable.
- H.4.3 The Contractor shall maintain an individual personnel file for each project staff member funded by this contract which will contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time and attendance records, documentation of all training received, notation of any substantiated professional or other misconduct relating thereto, and reason if terminated from employment. All personnel materials will be made available to CFSA upon request.
- H.4.4 The Contractor shall provide orientation sessions for each staff member with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.
- H.4.5 The Contractor shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and supervision over each activity required under this contract.

H.5 Facility Requirements

- H.5.1 The Contractor's facilities used during the performance of this contract will meet all applicable federal, state, and local regulations for their intended use. The Contractor shall maintain all permits and licenses for facilities.
- H.5.2 All facilities used for the provision of services under this agreement, whether by the Contractor or any subcontractors, will be accessible to persons with mobility limitations, consistent with applicable federal and District law, including the Americans with Disabilities Act. The ADA makes it unlawful to discriminate in

employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq. During the performance of the contract, the Contractor(s) and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.6 **Publicity**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before, any of its officers, agents, employees and/or subcontractor, either during or after expiration or termination of the contract, make any statement, and/or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.7 **HIPAA Privacy Compliance**

H.7.1 Definitions

H.7.1.1 "Business Associate" shall mean the Contractor for the contract that is awarded as a result of this solicitation.

H.7.1.2 "CFSA" shall mean the District of Columbia, Child and Family Services Agency.

H.7.1.3 (a) "Designated Record Set" means a group of records maintained by or for CFSA that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.

(b) For purposes of this paragraph, the term record means any items, collection, or grouping of information including Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.

H.7.1.4 Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

H.7.1.5 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164,

subparts A and E.

- H.7.1.6 Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of CFSA.
- H.7.1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- H.7.1.8 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- H.7.2 Obligations and Activities of Business Associate
- H.7.2.1 Contractor is hereby designated by CFSA as a "Business Associate" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) and its implementing regulations. CFSA is a "Covered Entity" for purposes of HIPAA.
- H.7.2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Section (this Section) or as Required By Law.
- H.7.2.3 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Section.
- H.7.2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Section.
- H.7.2.5 Business Associate agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Section of which it becomes aware.
- H.7.2.6 Business Associate agrees to ensure that any agent, including a subcontractor Associate, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- H.7.2.7 Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.

- H.7.2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- H.7.2.9 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- H.7.2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.7.2.11 Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.7.3 Permitted Uses and Disclosures by Business Associate
 - H.7.3.1 Refer to underlying services agreement: Except as otherwise limited in this Section, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
 - H.7.3.2 Except as otherwise limited in this Section, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - H.7.3.3 Except as otherwise limited in this Section, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- H.7.3.4 Except as otherwise limited in this Section, Business Associate may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- H.7.3.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
- H.7.4 Obligations of CFSA
- H.7.4.1 CFSA shall notify Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- H.7.4.2 CFSA shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- H.7.4.3 CFSA shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- H.7.5 Permissible Requests by CFSA
CFSA shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.
- H.7.6 Term and Termination
- H.7.6.1 Term. The requirements of this HIPAA Privacy Compliance Section shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Business Associate, or created or received by Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- H.7.6.2 Termination for Cause. Upon CFSA's knowledge of a material breach of this Section by Business Associate, CFSA shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by CFSA;

(b) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Section and cure is not possible; or

(c) If neither termination nor cure are feasible, CFSA shall report the violation to the Secretary.

H.7.6.3 Effect of Termination.

(a) Except as provided in Section H.7.6.3(b), upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from CFSA, or created or received by Business Associate on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall not take any action regarding the destruction of Protected Health Information without CFSA's express prior approval.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

H.7.7 Miscellaneous

H.7.7.1 Regulatory References. A reference in this Section to a section in the Privacy Rule means the section as in effect or as amended.

H.7.7.2 Amendment. The Parties agree to take such action as is necessary to amend this Section from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

H.7.7.3 Survival. The respective rights and obligations of Business Associate under Section H.7.6 of this Section and Provisions 8 and 16 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective November 2004, shall survive termination of the contract.

H.7.7.4 Interpretation. Any ambiguity in this Section shall be resolved to permit CFSA to comply with the Privacy Rule.

H.8 **Confidentiality of Youth**

The Contractor shall maintain the confidentiality of each youth's case records as described in D.C. Official Code, §§ 16-2320, and 16-2331-2332.

H.9 **Diversion, Reassignment and Replacement of Key Personnel**

The Contractor shall identify Key Personnel in its proposal, which shall be those personnel considered to be essential to the work being performed under the contract that shall result from this solicitation. The Contractor shall designate a Project Director who shall always be considered to be Key Personnel. Prior to diverting the primary program coordinator for the Contractor for any reason, the Contractors shall notify the Contracting Officer at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall not reassign the primary program coordinator without written permission from the Contracting Officer.

H.10 **Performance Bond**

For the term of the contract, including option years, the Contractor shall provide a performance surety. The amount of the performance bond shall be equal to 20 percent of the total amount of the contract. The total amount of the contract will be subsequent to the awarding of the contract and prior to execution.

The Contractor shall enclose a letter of commitment from a securing company for the performance surety with its proposal. The performance surety itself shall be submitted to the District subsequent to its notice of intent to award a contract, but prior to execution.

H.11 **Other Special Provisions**

- H.11.1 The Contractor shall assign a project manager as Contractor's Chief representative for this project. This representative shall have the authority to make binding decisions between the Contractor and the other team members. The representative shall be in charge of all members of the Contractor team assigned to the project and will be the main point of contact. All correspondence, conferences, meetings and questions concerning the project directed to the Contractor and its subcontractors shall be through this person. The representative shall be personally available at all times during working hours from the beginning of the work through its completion.

- H.11.2 The Agency may direct the Contractor to remove any Contractor or Subcontractor staff the Agency finds unacceptable. The Contractor shall immediately remove such personnel and, if requested, replace with new individual(s) satisfactory to the District.
- H.11.3 The Contractor shall prepare detailed agenda and minutes for all meetings called by the Contractor. The agendas shall identify in detail the specific items planned for discussion, and shall be distributed to proposed attendees well in advance of the meetings. The minutes shall identify parties responsible for each action item, including deadlines, and shall record decisions made and the basis for each decision.
- H.11.4 Any and all Contractor-produced work products and deliverables, including all documents, graphics and software that are produced by Contractor in connection with the description of services become the exclusive property of the Government of the District of Columbia. The Contractor, by acceptance of the description of services, provides an exclusive and infeasible license and copyright for unlimited use, copy and distribution by CFSA of subject work products and deliverables, in hard copy and/or soft copy (i.e., electronic, magnetic recording, etc.) form. The Contractor shall deliver to CFSA District camera-ready hard copies and soft copies (on CD-ROM or other agreed upon media) of all such work products and deliverables within 5 business days of completion.

***** END OF SECTION H *****

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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SECTION I – CONTRACT CLAUSES

I.1 Governing Law

This solicitation, and any contract awarded as a result of this solicitation, shall be governed by and construed in accordance with the laws applicable in the District of Columbia, including, but not limited to, the Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations (Contracts and Procurement, July 1988), as amended.

I.2 Standard Contract Provisions And Wage Determination

The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, dated November 2004 (Attachment J-2), shall be incorporated by reference into the contract awarded as a result of this solicitation. The Standard Contract Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov>; click on the “OCP Policies” link. In addition, Wage Determination 1994-2103 (Rev. 34, dated May 23, 2005) (Attachment J.3) is attached hereto pursuant to the Service Contract Act of 1965, as amended, (41 U.S.C. 351 *et seq.*) and will be incorporated into the contract awarded as a result of this solicitation. The Contractor(s) shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor(s) shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor(s) may be entitled to an equitable adjustment. See Provision 24 of the Standard Contract Provisions for the procedures that must be followed pursuant to the Service Contract Act.

I.3 Availability of Funds For The Next Fiscal Year

The District's obligation for payment and performance of the contract resulting from this solicitation beyond September 30, 2006 is contingent upon the availability of appropriated funds. No legal liability on the part of the District for any payment may arise for performance under this contract beyond September 30, 2006, until funds are available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.4 Time

Time, if stated in a number of days, includes all calendar days unless otherwise stated. Business days or working days shall mean all days excluding Saturdays, Sundays, District of Columbia government holidays and other days in which the District of Columbia government is closed (*e.g.* inclement weather).

I.5 Rights In Data

- I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor

shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public. The District shall not unreasonable withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.

- I.5.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
- I.5.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless
- (a) The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name) and

- (b) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted

rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8 In addition to the rights granted in Section I.5.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.2 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:
- I.5.11.1 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or
- I.5.11.2 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this Section shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Sections I.5.6, I.5.7, I.5.8, I.5.11 and I.5.13 in this Section are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 Suspension Of Work

I.6.1 The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of this contract, or by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

I.6.2 No adjustment shall be made under this Section for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

I.6.3 A claim under this Section shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

I.7 Stop Work Order

I.7.1 The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

I.7.2 The order shall be specifically identified as a stop work order issued under this Section. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to

the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-2).

- I.7.3 If a stop-work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.
- I.7.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- I.7.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I.7.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- I.8 **Continuity of Services**
- I.8.1 The Contractor recognizes the services under this contract are vital to the District and must be continued without interruption and, upon contract expiration, a successor, either the District or another contractor, may continue them. The Contractor shall, upon the Contracting Officer's written notice, furnish transition services as outlined in Section B-2 and negotiate in good faith a plan with a successor to determine the nature and extent of transition services required.
- I.8.2 The Contractor agrees to furnish phase-in training during any Transition Period as outlined in Section B-2, and exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.8.3 The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the transition period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.8.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor. Prior to disclosing to the successor contractor employee personnel records, the contractor shall obtain from the contractor's employees appropriate permission to release to the successor contractor the employee's personnel records.

I.9 **Fifty One Percent (51%) District Residents New Hires Requirements and First Source Employment Agreement**

I.9.1 Except where exempt (not-for-profit companies that employ fewer than 50 people), the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. ("First Source Act").

I.9.2 The Contractor(s) shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the Contractors shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

I.9.3 The Contractor(s) shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;

- (e) Residence; and
- (f) Referral source for all new hires.

I.9.4 If the contract amount is equal to or greater than \$100,000, the Contractor(s) agrees that 51% of the new employees hired for the contract shall be District residents.

I.9.5 With the submission of the Contractor(s)' final request for payment from the District, the Contractor(s) shall:

(1) Document in a report to the Contracting Officer its compliance with the section I.9.4 of this Section; or (2) Submit a request to the Contracting Officer for a waiver of compliance with section I.9.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section I.9.6.

I.9.6 The Contracting Officer may waive the provisions of Section I.9.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor(s) is (are) located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson;
- (3) The Contractor(s) enter(s) into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

I.9.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections I.9.5 and I.9.6, the Contracting Officer shall determine whether the Contractor(s) is (are) in compliance with section I.9.4 or whether a waiver of compliance pursuant to section I.9.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Fiscal Officer and the COTR.

- I.9.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section I.9.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section I.9.8.
- I.9.9 The provisions of sections I.9.4 through I.9.8 do not apply to nonprofit organizations.
- I.10 **Anti-Kickback Procedures**
- I.10.1 Definitions:
- I.10.1.1 “Kickback,” as used in this Section, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- I.10.1.2 “Person,” as used in this Section, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- I.10.1.3 “Prime contract,” as used in this Section, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- I.10.1.4 “Prime Contractor” as used in this Section, means a person who has entered into a prime contract with the District.
- I.10.1.5 “Prime Contractor employee,” as used in this Section, means any officer, partner, employee, or agent of a prime Contractor.
- I.10.1.6 “Subcontract,” as used in this Section, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- I.10.1.7 “Subcontractor,” as used in this Section, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

- I.10.1.8 “Subcontractor employee, ” as used in this Section, means any officer, partner, employee, or agent of a subcontractor.
- I.10.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Anti-Kickback Act), prohibits any person from:
- I.10.2.1 Providing or attempting to provide or offering to provide any kickback;
- I.10.2.2 Soliciting, accepting, or attempting to accept any kickback; or
- I.10.2.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- I.10.3 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.10.2 of this Section in its own operations and direct business relationships.
- I.10.4 When the Contractor has reasonable grounds to believe that a violation described in paragraph I.10.2 of this Section may have occurred, the Contractor shall promptly report in writing the possible violation to the Contracting Officer.
- I.10.5 The Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under this Section be paid over to the District unless the District has already offset those monies under this Section. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- I.11 **Annual Audit**
- Contractor shall be required to have an annual audit conducted by a certified independent auditor, which shall follow generally accepted accounting principles. The final audit report shall be submitted to the Agency no later than six (6) months after the end of the contract period.
- I.12 **Conflict of Interest**
- I.12.1 By submitting an Offer, the Contractor affirmatively represents that no official or employee of the District of Columbia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the contract that is awarded as a result of this solicitation shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract.

- I.12.2 By submitting an Offer, the Offerer affirmatively represents it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder., and further represents and covenants not to employ any person having such known interests in the performance of the contract.

I.13 **Confidentiality of Information**

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.14 **Other Contractors**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.15 **Subcontracts**

The Contractor shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.16 **Order of Precedence**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of priority the documents comprising this solicitation:

- I.16.1 Sections A through I of this solicitation, with Section A taking precedence over Section B, Section B taking precedence over Section C, *et al.*

- I.16.2 LaShawn A. v. Williams final Implementation Plan (Attachment J.1)
- I.16.3 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, dated November 2004 (Attachment J.2).
- I.16.4 Wage Determination No. 94-2103 (Rev. 34, dated May 23, 2005) (see Provision 24 of the Standard Contract Provisions, Service Contract Act of 1965, and Section I.2 of this solicitation) (Attachment J.3)

***** END OF SECTION I *****

SECTION J

LIST OF ATTACHMENTS

The following document is attached, and incorporated by reference into the RFP and shall become incorporated into any resulting contract:

- J.1 LaShawn A. v. Williams Implementation Plan, approved on May 15, 2003.
- J.2 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, November 2004
- J.3 Wage Determination 1994-2103 (Rev. 34, dated May 23, 2005)

The following documents are attached and incorporated by reference into the RFP, and must be completed and returned with the Offeror's proposal:

- J.3 Department of Employment Services Tax Certification Affidavit
- J.4 Office of Tax and Revenue Tax Certification Affidavit
- J.5 First Source Employment Agreement
- J.6 LSDBE Certification Package (if applicable)
- J.7 E.E.O. Compliance Documents
- J.8 Certified Cost and Pricing Data Forms

***** END OF SECTION J *****

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

**REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

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**SECTION K-REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

K.1 AUTHORIZED NEGOTIATORS

The Contractor represents the following persons are authorized to negotiate on its behalf with the District in connection with this RFP: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

The Contractor, by placing a check mark on the appropriate line, represents that it operated as:

- ☐ for -profit corporation incorporated under the laws of :
_____ (fill in state or District);
- ☐ not-for -profit corporation incorporated under the laws of :
_____ (fill in state or District);
- ☐ a partnership organized under the laws of _____ (fill in state or District);
- ☐ an individual;
- ☐ a joint venture; or
- ☐ other _____ (please describe).

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

K.3.1 Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the contractor for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Contractor: _____

Date: _____

Name: _____

Title: _____

Signature: _____

K.3.2 Please place a check mark on the appropriate lines: Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 This Section is reserved for future use.

K.5 **DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

The Offeror shall check one of the following:

____ No person listed in Clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit" will benefit from this contract.

____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13.

K.6 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

K.6.1 By submitting an Offer and signing the Award sheet, Offeror is affirmatively certifying the proposed prices and/or cost ceilings in the Offer (and any contract resulting from the Offer) have been arrived at independently, without (for the purpose of restricting competition) any consultation, communication, or agreement with any other Offeror or competitor relating to those proposed prices and/or cost ceilings, the intention to submit a contract, or the methods or factors used to calculate the proposed prices and/or cost ceilings.

K.6.2 By submitting an Offer and signing the Award sheet, Offeror is affirmatively certifying that the proposed prices and/or cost ceilings in the Offer (and any contract resulting from the Offer) have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before the award of the contract unless otherwise required by law; and that no attempt has been made or will be made by the Offeror to induce any other business entity or other concern to submit or not to submit an Offer for the purpose of restricting competition.

K.6.3 The Offeror's signature on the Offer is considered to be a certification by the signatory that the signatory is the person in the Offeror's organization responsible for determining the proposed prices and cost ceilings being offered, and that the

signatory has not participated and will not participate in any action contrary to the provisions of Sections K.6.1 and K.6.2, above.

- K.6.4 The Offeror's signature on the Offer is considered to be a certification by the signatory that the signatory has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Sections K.6.1 and K.6.2, above: (please insert full name of person(s) in the organization responsible for determining the proposed prices and cost ceilings offered in the Offer and the title of his or her position in the Offeror's organization):
-
-

- K.6.5 The Offeror's signature on the Offer is considered to be a certification by the signatory that the signatory, as an authorized agent, does certify that the principals named in Section K.6.4 have not participated, and shall not participate, in any action contrary to Sections K.6.1 and K.6.2 above, and is a certification that the agent, as an agent, has not participated, and shall not participate, in any action contrary to Sections K.6.1 and K.6.2 above.

- K.6.6 If the Offeror deletes or modifies Sections K.6.1 and/or K.6.2, above, the Offeror must furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 **TAX CERTIFICATIONS**

The Offeror shall submit with its Offer a notarized Tax Certification Affidavit for the District of Columbia Department of Employment Services (Attachment J.3) and a notarized Tax Certification Affidavit for the District of Columbia Office of Tax and Revenue (Attachment J.4).

K.8 **FINANCIAL CAPABILITY**

The Offeror shall submit with its Offer audited and certified or compiled financial statements for the 2002, 2003 and 2004, prepared in accordance with generally accepted accounting principles.

K.9 FIRST SOURCE EMPLOYMENT AGREEMENT

K.9.1 For all Offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the Offeror shall submit the following certification. The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices.

K.9.2 The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Contractor shall use DOES as the first source for recruitment and referral of any new employees. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name _____
Title _____
Signature _____
Date _____

K.10 STANDARDS OF RESPONSIBILITY

K.10.1 In order to be eligible for the award of a contract resulting from this solicitation, a prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements. This responsibility determination is usually performed after the District has selected a presumptive awardee but before it makes a final award decision. Therefore, the prospective Contractor must submit documentation, within five (5) business days of the request by the District, providing evidence of the following, with

any further details to be included in the written request by the Contracting Officer:

- K.10.1.1 Adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- K.10.1.2 The ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- K.10.1.3 The necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.;
- K.10.1.4 Compliance with the applicable District licensing, tax laws and regulations;
- K.10.1.5 A satisfactory performance record;
- K.10.1.6 A satisfactory record of integrity and business ethics; and
- K.10.1.7 The necessary production, construction and technical equipment and facilities or the ability to obtain them;
- K.10.2 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

***** END OF SECTION K *****

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award one (1) contract resulting from this solicitation to the responsible Offeror whose Offer is responsive to the solicitation and represents the "best value" to the District; *i.e.*, is the most advantageous to the District, considering the following factors: price/cost, technical proposal, past performance and any other factors specified elsewhere in this solicitation.

L.1.2 Initial Offers

The District reserves the right to award a contract on the basis of initial offers received, without conducting any discussions. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 RESERVED

This Section is reserved for future use.

L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.3.1 One original and six (6) copies of the written proposals shall be submitted in three volumes, entitled "Technical Proposal", "Cost/Price Proposal", and "Certifications, Representations and Attachments". The Offer shall consist of these three volumes. Proposals shall be typewritten in no smaller than 12 point font size on 8.5" by 11" paper only. Under no circumstances shall telephonic, telegraphic, or facsimile proposals be accepted. There is no page limit to either the Technical Proposal or the Cost/Price Proposal, but see Section L.12, Unnecessarily Elaborate Proposals. Each page of each section of the proposal shall be paginated. Each volume must either be submitted in three-ring binders, or be securely bound, on the left hand side of the paper, in a manner allowing the proposals to lie flat when opened. Velo-bound, paper-clipped or binder-clipped proposals shall not be accepted. The Technical Proposal shall be contained in Volume 1, the Cost/Price Proposal in Volume 2, and the Certifications, Representation, and Attachments in Volume 3.

L.3.2 The Offeror's proposal shall address all of the CLINs for which this solicitation is seeking proposals. Any proposals submitted for fewer than the total number of CLINs being solicited shall be rejected as non responsive to the solicitation. The proposal shall clearly indicate which sections of the proposal apply to which CLIN. Each proposal shall be submitted in a **sealed** envelope conspicuously marked with

the following: **“Proposal in Response to Solicitation No. CFSA-06-R-0002, Health Care Services (DC KIDS).**

- L. 3.3 The Offeror's Cost/Price Proposal shall consist of two components: (1) the CFSA Budget Package and (2) the Cost/Price Disclosure Certification Package. See Attachment J.9 for a copy of the forms and instructions required to complete the Cost/Price Proposal. The instructions for completing the CFSA Budget Package are stated in the CFSA Budget Package Instructions and are also summarized in part on the individual budget schedules sheets that comprise the CFSA Budget Package. The CFSA Budget Package shall also include a Budget Narrative which explains in detail each component included in the CFSA Budget Package arranged according to Budget Schedule number. The instructions for completing the Cost/Price Disclosure Certification Package are stated in the Cost/Price Disclosure Certification Package Instructions. All instructions are mandatory. All cost/price proposals shall provide a cost summary by all cost elements, cross-referenced to supporting documentation.
- L.3.4 The Offeror is directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and services delivery. The information requested below for the technical proposal shall facilitate evaluation and “best value” source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C of the solicitation. Proposals that simply repeat the text of the requirements described in the solicitation without providing the information required to substantiate the Offeror's knowledge and abilities to perform the requirements described in Section C, will be unacceptable.
- L.3.5 The Offeror is directed to the Evaluation Criteria as described in Section M and the relationship that exists between the Evaluation Criteria described in Section M of the solicitation, the requirements described in Section C of the solicitation and the instructions to Offerors described in Section L.
- L.3.6 The Offeror shall respond comprehensively to each evaluation factor by submitting the information as described below. The information provided will allow the District to assess the Offeror's ability to perform the requirements of the contract as described in Section C; the assessment will then result in an evaluation of the Offeror's response in accordance with the Evaluation Criteria as described in Section M of the solicitation.
- L.3.7 **Volume 1-Technical Proposal**
- L.3.7.1 The Offeror's Technical Proposal shall be organized in the following separately marked or tabbed sections:

- L.3.7.1.1 Cover Letter, name of person(s) authorized to represent the Offeror in any negotiations and to sign any Contract resulting from the RFP, location of business office and service facilities, name and address of corporate officers or partners and/or a current organizational chart, and the remittance address for all contract payments if a contract is awarded.
- L.3.7.1.2 Table of Contents, to identify the beginning of each section of the Offeror's Technical Proposal, listing of attachments, certifications, representations and other supporting documentation provided that relate to the Offeror's Technical Proposal, with the corresponding page number. The Table of Contents shall also provide cross-references of information contained in the Offeror's Technical Proposal, as applicable, to facilitate the review, assessment, and evaluation of information provided.
- L.3.7.1.3 Executive Summary, that briefly reviews the strengths of the Offeror and key features of its proposed approach to meet the requirements of the RFP.
- L.3.7.1.4 Management Approach, that indicates how the Offeror will meet the vision and mission of CFSA in the context of the provision of medical and behavioral health care services and care coordination that are family-centered, culturally and linguistically competent, community-based and offer a seamless system of care, and demonstrate a thorough knowledge of the District's child welfare system.
- L.3.7.1.5 Brief description of the Offeror's Qualifications and Experience to provide the services proposed for each CLIN.
- L.3.7.1.6 Past Performance References: The Offeror shall provide at least three (3) references for entities for whom the Offeror has provided services similar to those being solicited, as described in Section C of this solicitation. Similar services are services where the functions, responsibilities, and duties of the Offeror relate to the basic functions, responsibilities and duties described in this solicitation. Contact information and a detailed description such services must also be provided with each reference. Each reference shall include the name, title, phone number, fax number, and e-mail address of the lead programmatic coordinator for the purchaser of the services, if available, the contract or grant number under which the services were provided, if applicable, and the period of performance and an approximate number of children served.

L.3.7.1.7 Health Care Screenings - CLINs 0001A / 0002A / 0003A

The Offeror must describe in detail how it will achieve the requirements set forth in Section C.3. Specific emphasis should be placed on describing how the Offeror will access the Income Maintenance Administration (IMA) database to determine Medicaid eligibility and to provide services based on this determination, and the Offeror's strategy and existing capacity to access historical medical information for children in care from the child's previous medical practitioners; and maintain, in real time, electronic medical records (interfacing with FACES). The Offeror must be as detailed as possible, providing a complete picture of how the services will be provided. The Offeror shall reference the flow chart referred to in Section C.2.10 of the RFP, and to specifically describe how they will design a service system within their program area to reflect the approach pictured.

L.3.7.1.8 Comprehensive Evaluations - CLINs 0001B / 0002B / 0003B

The Offeror must describe in detail how it will achieve the requirements set forth in Section C.4. Specific emphasis should be placed on describing how the Offeror will interact with resource families, birth families and kinship care providers as appropriate to the child circumstances, and how the Offeror will ensure the physicians/PNPs will allow for the amount of time required during medical visits to meet the needs of children in foster care. The Offeror must be as detailed as possible, providing a complete picture of how the services will be provided. The Offeror shall reference the flow chart referred to in Section C.2.10 of the RFP, and to specifically describe how they will design a service system within their program area to reflect the approach pictured.

L.3.7.1.9 Care Coordination - CLINs 0001C / 0002C / 0003C

The Offeror must describe in detail how it will achieve the requirements set forth in Section C.5. Specific emphasis should be placed on describing how the Offeror will monitor care in both primary and specialty care settings and your capacity to incorporate reviews of care across all specialties, how the Offeror will interact with resource families, birth families and kinship care providers as appropriate to the child circumstances, how the Offeror will maintain frequent and consistent contact with the PCP and with the CFSA social worker, how the Offeror will inform CFSA of results of quality reviews of providers, the corrective action process of the Offeror, and how the Offeror will ensure care coordination when a child leaves residential care and enters foster care. The Offeror must be as detailed as possible, providing a complete picture of how the services will be provided. The Offeror shall reference the flow chart referred to in Section C.2.10 of the RFP, and to specifically describe how they will design a service system within their program area to reflect the approach pictured.

L.3.7.1.10 **Facilities**

For each CLIN, the Offeror shall provide a description of the facility it intends to use and how each area meets the requirement as described in Sections C.3, C.4 and C.5. The description shall include the address of the facility available for use, the ward in which it is located, the number of rooms, the purposes of the rooms, the sizes of the rooms available for use, descriptions of the furniture, fixtures, equipment and amenities which will be available for use. The Offeror shall provide a copy of the facility's current Certificate of Occupancy and evidence that the Offeror has authority to use the proposed facility for the purpose for which it is being proposed, either through proof of ownership, lease/sublease or formal agreement of the owner as an attachment.

L.3.7.1.11 **Staffing Approach**

For each CLIN, the Offeror shall provide an organizational chart that provides the following regarding the Offeror's proposed staff and staffing structure as described in Sections C.3, C.4 and C.5, including the name of each staff person proposed, Position/title, differentiation between full and part time staff, differentiation between the Offeror's staff and sub-contractor staff as applicable, identification of the proposed program manager, and identification of the staff members to be responsible for coordinating billing, personnel and administrative issues, staff development and reporting related to services to be performed. The Offeror shall also provide resumes, certifications, relevant licenses and position descriptions for each proposed staff member and contractor consistent with each name/position presented in the Offeror's organizational chart. The information provided shall provide evidence of the qualifications of the Offeror's proposed staff to meet minimum staff qualifications to provide the services as described in Sections C.3, C.4 and/or C.5, as applicable. The Offeror shall also provide a detailed description and proposed schedule of the Offeror's proposed staff development, staff orientation and in-service training initiatives or programs to be provided to the Offeror's proposed staff intended to perform services under the contract. Information shall demonstrate the ability and effectiveness of the Offeror's proposed staff development and in-service training programs to meet staff development requirements as described in Sections C.3, C.4 and/or C.5, as applicable.

L.3.7.1.12 **Records and Quality Assurance**

For each CLIN, the Offeror shall describe the meeting, record keeping and reporting system to be utilized to meet the meeting, reporting, record keeping and documentation requirement. The Offeror shall describe its quality improvement systems, who will be responsible for the quality improvement system, how it will be developed, updated and tested, including the Offeror's sub-contractor's quality improvement systems, policies, and procedures to be utilized in the services

provided, to perform quality improvement as required, and to identify and measure service delivery outcomes. The Offeror shall describe systems the Offeror plans to develop and provide to identify, measure and track individual youth outcomes resulting from the delivery of services.

L.3.7.1.14 Linkages with Community

The Offeror shall provide copies of the Offeror's formal Letters/Memoranda of Understanding (MOU); Memoranda of Agreement (MOA), and/or sub-Contractor(s) agreements, service provider agreements, community collaborations, and/or any other method the Offeror will use as formal agreements to demonstrate partnerships and relationships with the businesses and other community-based organizations described above.

L.3.8 Volume 2 - Cost/Price Proposal

L.3.8.1 The Offeror's Cost/Price Proposal shall be organized and contain the following information:

L.3.8.1.1 Table of Contents

L.3.8.1.2 Completed Section B of the solicitation for each CLIN for the base year and each option year

L.3.8.1.3 Cost/Price Disclosure Certification Form

L.3.8.1.4 Certified Cost and Pricing Data, in the form of CFSA's Budget Package and Budget Narrative and all applicable Justifications and Supporting Documentation for costs and expenses for the base year and each option year.

L.3.8.1.5 All supplemental information required by Section 1.5 of the Cost/Price Instructions.

L.3.8.2 Cost and Pricing Data encompasses all facts of the time or price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost and pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future cost or projections, they do include the data forming the basis for that judgment. Cost and pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include factors such as vendor quotations; nonrecurring costs; information on changes in production methods or purchasing volume; data supporting projections of business prospects and objectives and related operational costs; and unit cost trends, such as those associated with labor

efficiency, make-or-buy decisions, estimated resources to attain business goals, and information on management decisions that could have a significant bearing on cost.

- L.3.8.3 The Offeror's Price Proposal will be evaluated **separately** from the Technical Proposal.

L.3.9 **Volume 3 - Certifications, Representations and Attachments**

- L.3.9.1 The Offeror shall fill out Section A, Award Sheet, and complete Section K of this solicitation and include them in Volume 3, which shall also contain any and all attachments to the Offeror's Technical Proposal, as well as the following:

- L.3.9.1.1 Government of the District of Columbia Department of Human Rights and Local Business Development Certification Package (as applicable)

- L.3.9.1.2 Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity (EEO) Information Report

- L.3.9.1.3 Government of the District of Columbia Department of Tax and Revenue Tax Certification Affidavit

- L.3.9.1.4 Government of the District of Columbia Department of Employment Services Tax Certification Affidavit

- L.3.9.1.5 Government of the District of Columbia Department of Employment Services First Source Employment Agreement

L.4 **Proposal Submission Date and Time, And Late Submissions, Late Modifications, And Late Withdrawals**

- L.4.1 The Offeror shall submit proposals so that they are received at the place authorized to receive proposals no later than the date and time stated in block 6 of the Solicitation, Offer and Award sheet, Section A of this solicitation. **The only location authorized for receipt of proposals is the Contracts and Procurement Administration, 955 L'Enfant Plaza SW, Suite 5200, Washington, DC 20024. Proposals delivered to or received at any other location shall not be accepted, regardless of whether the other location is part of a District government or Child and Family Services Agency office.** Proposals shall be directed to the attention of the Contracts and Procurement Administrator/Agency Chief Contracting Officer. It is the sole responsibility of the Offeror to ensure that the proposal is received in the authorized location no later than the deadline stated in this solicitation. Proposals, modifications to proposals, or requests for withdrawals that are received in the authorized location after the exact local time specified in this solicitation are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.4.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers;

L.4.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt; or

L.4.1.3 The proposal is the only proposal received.

L.4.2 **Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal upon written notice (e-mail is **not** acceptable) if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.4.3 **Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.4.4 **Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted. This section only applies to modifications to proposal, and does not apply to the initial submission of proposals.

L.4.5 **Late Proposals**

A late proposal, late modification or late request for withdrawal of an Offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.5 **Optional Pre-Proposal Conference**

An optional pre-proposal conference shall be held at 10:00 am local time on March 6, 2006, at 955 L'Enfant Plaza SW, Suite 5200, Washington, DC 20024. The District shall provide a presentation on the contents of the solicitation and prospective Offerors shall be given an opportunity to submit questions in writing

regarding this solicitation at the conference. Oral questions may be received at the conference at the discretion of the District. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors shall complete the Pre-Proposal Conference Attendance Roster at the conference so that their attendance can be properly recorded. Prospective Offerors may submit written questions regarding the solicitation for up to three (3) business days following the conference. The District's answers shall be provided in writing to all prospective Offerors who are listed on the District's Offerors list as having received a copy of the solicitation, and shall also be issued by the Contracting Officer as an amendment to the RFP, which shall be published on CSFA's website, www.cfsa.dc.gov (click on Contracting Opps).

L.6 **Explanation to Prospective Offerors**

If a prospective Offeror has any questions about the solicitation, the prospective Offeror shall submit the questions in writing to the Contracting Officer identified in block 10 of the Solicitation, Offer and Award Sheet, Section A of this solicitation. The prospective Offeror shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District shall furnish responses, as appropriate, to the questioner and, if a response is provided, it shall be provided to all prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any prospective Offerors. **Oral explanations or instructions respecting any aspect of this solicitation, regardless of the identity, position or title of the person issuing providing such explanations or issuing such instructions, shall under no circumstances be binding.**

L.7 **Failure to Submit Offers**

Recipients of this solicitation who choose not to submit an Offer should **not** return this solicitation. Instead, they should advise the Contracting Officer in writing (e-mail is **not** acceptable) that they shall not be submitting an Offer, as well as stating whether they want to receive future solicitations for similar requirements. The District also requests that such recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that they are still interested in receiving future solicitations for similar requirements, the recipient's name may be removed from the applicable mailing list.

L.8 **Restriction on Disclosure and Use of Data**

L.8.1 An Offeror who includes, in its Offer, any data or other information that the Offer does not want disclosed to the public or used by the District except for use in the

procurement process, the Offeror shall mark the title page of its Offer with the following legend:

"This Offer includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.8.2 The Offeror shall mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Offer."

L.9 **Offers With Option Years**

The Offeror shall include option year prices and cost ceilings in its Cost/Price proposal. An Offer not including option year prices and cost ceilings shall be deemed nonresponsive.

L.10 **Protest**

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. It is requested that the aggrieved person shall also provide a copy of the protest to the Contracting Officer for the solicitation.

L.11 **Singing of Offers**

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form, Section A of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority.

L.12 **Unnecessarily Elaborate Proposals**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.13 **Retention of Proposals**

All documents submitted by Offeror shall become the property of the District and retained by the District, and therefore will not be returned to the Offeror.

L.14 **Proposal Costs**

The District shall not be liable for any costs incurred by the Offeror in submitting an Offer in response to this solicitation.

L.16 **Certificates of Insurance**

The Contractor(s) shall submit certificates of insurance giving evidence of the required coverage as specified in Section H.3 of this solicitation prior to commencing work under the contract that results from this solicitation. Contractor shall submit evidence of insurance shall be submitted within fourteen (14) days after contract award to the Contracts and Procurement Administrator/Agency Chief Contracting Officer, 955 L'Enfant Plaza SW, Suite 5200, Washington, DC 20024.

L.17 **Acknowledgment of Amendments**

The Offeror shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. No other manner of acknowledging amendments to this solicitation shall be accepted. Amendments shall in every circumstance be posted on CSFA's website, www.cfsa.dc.gov (click on Contracting Opps), and prospective Offerors are responsible for checking the website prior to submitting Offers to ensure that all amendments that have been issued have been received. Amendments are vitally important to understanding the nature of the services being solicited and the answers to any questions posed to the District concerning procedural or substantive requirements of the solicitation. Therefore, the District must receive the acknowledgment by the date and time specified for receipt of Offers, and Offerors' failure to acknowledge an amendment may result in rejection of the Offer.

L.18 **Best and Final Offers**

The District reserves the right to award a contract resulting from this solicitation based on initial proposals, without discussions. If the District, subsequent to receiving initial proposals, elects to engage in discussions with Offerors, all Offerors determined by the Contracting Officer to be within the competitive range will be so notified. After the District has engaged in discussions with all Offerors who were determined to be in the competitive range, the District shall request written best and final offers (BAFOs) from the Offeror, which shall be due by a designated date and time to be specified in the Request for BAFOs. The submission of BAFOs shall be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of BAFOs, the Contracting Officer shall not reopen discussions unless the Contracting Officer determines that it is clearly in the District's best interest to do so, *e.g.*, it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the BAFO received. If discussions are reopened, the Contracting Officer shall issue an additional request for BAFOs to all Offerors still within the competitive range.

L.19 **Legal Status of Offeror**

Offeror shall provide the following information with its Offer: A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain in order to perform the work required by this solicitation. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements. If the Offeror is a partnership or joint venture, the names and addresses of the general partners, or individual members of the joint venture, and copies of any joint venture or teaming agreements shall be provided.

L.20 **Familiarization With Conditions**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. The successful Contractor shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.22

Acceptance Period

As indicated in block 12 of Section A of the solicitation, by submitting an offer in response to this solicitation, the Offeror agrees that its offer shall remain valid for a period of 180 days from the solicitation's closing date.

****** END OF SECTION L ******

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS

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SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, price and non-factors being taken into consideration, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria and award the contract to the Offeror who offers the best overall value to the District.

M.2 Technical Rating

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Equivalent Adjectival Rating</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; <i>e.g.</i> , no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Marginally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements, and exceeds some requirements; no deficiencies
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.3.1 Technical Criteria (Maximum of Fifty (50) Points)

Subfactor 1: Professional Pediatric Standards of Practice (0 to 5 points): Program design and service provision meeting child welfare objectives of safety, permanency, and well-being, and more specifically, requirements set forth by American Medical Association (AMA).

Subfactor 2: Family-Centered Practice (0 to 5 points): Approach to inclusion of children and youth's families in case planning and practice.

Subfactor 3: Cultural and Linguistic Competency (0 to 5 points): Cultural and linguistic competence of provided services.

Subfactor 4: Community-Based Services (0 to 5 points): Ability to ensure the services provided to children and families are as community based and accessible as possible.

Subfactor 5: Seamless System of Care (0 to 5 points): Approach to integrating services and creating a seamless approach to service delivery.

Subfactor 6: Medical Knowledge of Child Welfare and Sensitivity to Child Welfare: (0 to 5 points): Approach to ensuring the providers of service are well versed in child welfare and sensitive to the issues children and families face.

Subfactor 7: Quality Assurance Activities: (0 to 5 points): Model for ensuring the quality of services provided and the approach to reporting to CFSA.

Subfactor 8: Medical Passport: (0 to 5 points): Evidence of the understanding of the Medical Passport and descriptions of how to implement.

Subfactor 9: Pharmacy Services: (0 to 5 points): Strategy for ensuring social workers and resource families have ease of access and use of pharmacy services for prescriptions issued subsequent to the health care screening.

Subfactor 10: Free-Standing Clinic for Screenings (5 points): An Offeror who proposes to provide the 24 Hour Health Care Screening services through a free-standing clinic that has an urgent care operational model shall receive an additional 5 points.

M.3.2 **Price Criteria** (Maximum of Twenty Five (25) Points)

M.3.2.1 The price evaluation shall be objective. The Offeror with the lowest price shall receive the maximum price points. All other price proposals shall receive a proportionately lower total score.

M.3.2.2 The District shall evaluate option pricing equally as base year pricing since it is anticipated the District shall exercise all of the options, although the exercise of any option is always at the District's discretion.

M.3.2.3 The following formula shall be used to determine each Offeror's evaluated price score, where "A" is the sum of the prices for the base period and all option years of the lowest-priced proposal, and "B" is the sum of the prices for the base period and all option years of the proposal being evaluated:

$$\frac{A}{B} \times 25 = \text{Evaluated Price}$$

M.3.3 **Past Performance Criteria** (Maximum of Twenty Five (25) Points)

- M.3.3.1 The Offeror shall provide at least three (3) references for entities for whom the Offeror has provided services similar to those being solicited, as described in Section C of this solicitation. Similar services are services where the functions, responsibilities, and duties of the Offeror relate to the basic functions, responsibilities and duties described in this solicitation.
- M.3.3.2 Contact information and a detailed description such services must also be provided with each reference. Each reference shall include the name, title, phone number, fax number, and e-mail address of the lead programmatic coordinator for the purchaser of the services, if available, the contract or grant number under which the services were provided, the period of performance and an approximate number of children served.
- M.3.3.3 The District shall examine the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the Offeror's performance in evaluating past performance.
- M.3.3.4 The District reserves the right to conduct independent research regarding the Offeror's past performance in addition to contacting the references provided by the Offeror, and to rely on such research in evaluating Offeror's past performance for this solicitation.

M.4 **Preferences for Local Businesses, Disadvantaged Businesses, Resident-Owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

- M.4.1 Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.
- M.4.2 For evaluation purposes, the District shall award the following additional points to the Offeror's overall score:
- M.4.2.1 Three (3) points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.4.2.2 Three (3) points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

- M.4.2.3 Ten (10) points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.2.4 Two (2) points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.4.2.5 Two (2) points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.4.2.6 Two (2) points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.4.3 Maximum Preference Awarded

Notwithstanding the availability of the preferences set forth in Section M.4 of this solicitation, the maximum total preference for an Offeror's proposal submitted by a certified business enterprise under the Act for this solicitation is the addition of twelve (12) total points on a 100-point scale. There shall be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.4.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4.5 Vendor Submission for Preferences

- M.4.5.1 A vendor seeking to receive preferences on this solicitation must submit at the time of its proposal the following documentation, as applicable to the preference being sought:
 - M.4.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
 - M.4.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.4.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
Attn: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

- M.4.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.